

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Caption:

Sheida Hukman

Full name(s) of Plaintiff(s)

v.

US Airways / American Airlines
Brian Beidman / Harkins Dewitt / Amy Handell
Dr. Karen Cruey and more

Full name(s) of Defendant(s)

COMPLAINT
FOR EMPLOYMENT
DISCRIMINATION

17 0741

CIVIL ACTION

NO. 530-2016-02742

FILED

FEB 16 2017

KATE BARKMAN, Clerk
Dep. Clerk

This action is brought for discrimination in employment pursuant to (check only those that apply):

☒ Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (race, color, gender, religion, national origin).

NOTE: In order to bring suit in federal district court under Title VII, you must first obtain a Notice of Right to Sue Letter from the Equal Employment Opportunity Commission.

☐ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621-634.

NOTE: In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file a charge with the Equal Employment Opportunity Commission, and you must have been at least 40 years old at the time you believe that you were discriminated against.

☐ Americans with Disability Act of 1990, as codified, 42 U.S.C. §§ 12112-12117.
NOTE: In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a Notice of Right to Sue Letter from the Equal Employment Opportunity Commission.

☐ Pennsylvania Human Relations Act, as codified, 43 Pa. Cons. Stat. §§ 951-963 (race, color, family status, religious creed, ancestry, handicap or disability, age, sex, national origin, the use of a guide or support animal because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals).

NOTE: In order to bring suit in federal district court under the Pennsylvania Human Relations Act, you must first file a complaint with the Pennsylvania Human Relations Commission or the Philadelphia Commission on Human Relations, and then you must wait one year prior to filing a lawsuit.

I. Parties in this complaint:

- A. List your name, address and telephone number. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff Name: Sheida Hukman
Street Address: P.O. Box 96321
County, City: Las Vegas,
State & Zip: NV 89193
Telephone Number: 310-428-2568

- B. List all defendants' names and the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the caption on the first page. Attach additional sheets of paper as necessary.

Defendant Name: US Airways / American Airlines Philadelphia Intl Airport
Street Address: 8000 Essington Ave - Terminal D
County, City: Philadelphia
State & Zip: PA 19153
Telephone Number: (610) 362-1990

- C. The address at which I sought employment or was employed by the defendant(s) is:

Employer: US Airways / American Airlines Philadelphia Intl Airport
Street Address: 8000 Essington Ave - Terminal D
County, City: Philadelphia
State & Zip: PA 19153
Telephone Number: (610) 362-1990

II. Statement of the Claim

- A. The discriminatory conduct of which I complain in this action includes (check only those that apply to your case):

☐ Failure to hire me
☒ Termination of my employment
☒ Failure to promote me

- ☐ Failure to reasonably accommodate my disability
☐ Failure to reasonably accommodate my religion
☒ Failure to stop harassment
☐ Unequal terms and conditions of my employment
☒ Retaliation
☐ Other (specify): _____

NOTE: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court.

B. It is my best recollection that the alleged discriminatory acts occurred or began on or about: (month) August, (day) _____, (year) 2000.

C. I believe that the defendant(s) (check one):

- ☒ is still committing these acts against me.
☐ is **not** still committing these acts against me.

D. Defendant(s) discriminated against me based on my (check only those that apply and state the basis for discrimination, for example, what is your religion, if religious discrimination is alleged):

- ☐ race _____ ☐ color _____
☐ religion _____ ☐ gender/sex _____
☒ national origin _____
☐ age My date of birth is _____ (Give your date of birth only if you are asserting a claim of age discrimination)

E. The facts of my case are as follow (attach additional sheets of paper as necessary):

Please see Exhibit (33)

NOTE: As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, the Pennsylvania Human Relations Commission, or the Philadelphia Commission on Human Relations.

III. Exhaustion of Administrative Remedies:

- A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding the defendant's alleged discriminatory conduct on: JUNE 2011 & JUNE 2016 (Date).

- B. The Equal Employment Opportunity Commission (check one):

☐ has not issued a Notice of Right to Sue Letter.

☒ issued a Notice of Right to Sue Letter, which I received on NOV 2016 (Date).

NOTE: Attach to this complaint a copy of the Notice of Right to Sue Letter from the Equal Employment Opportunity Commission.

- C. Only plaintiffs alleging age discrimination must answer this question.

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct (check one):

☐ 60 days or more have passed.

☐ fewer than 60 days have passed.

- D. It is my best recollection that I filed a charge with the Pennsylvania Human Relations Commission or the Philadelphia Commission on Human Relations regarding the defendant's alleged discriminatory conduct on: December 2015 (Date).

- E. Since filing my charge of discrimination with the Pennsylvania Human Relations Commission or the Philadelphia Commission on Human Relations regarding the defendant's alleged discriminatory conduct (check one):

☒ One year or more has passed.

☐ Less than one year has passed.

IV. Relief

WHEREFORE, Plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, and costs as well as (*check only those that apply*):

- ☐ Direct the defendant to hire the plaintiff.
- ☒ Direct the defendant to re-employ the plaintiff.
- ☒ Direct the defendant to promote the plaintiff.
- ☐ Direct the defendant to reasonably accommodate the plaintiff's disabilities.
- ☐ Direct the defendant to reasonably accommodate the plaintiff's religion.
- ☐ Direct the defendant to (*specify*): _____
- ☒ If available, grant the plaintiff appropriate injunctive relief, lost wages, liquidated/double damages, front pay, compensatory damages, punitive damages, prejudgment interest, post-judgment interest, and costs, including reasonable attorney fees and expert witness fees.
- ☐ Other (*specify*): _____

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 16 day of Feb, 2017

Signature of Plaintiff

Address

Telephone number

Fax number (*if you have one*)

Deida Huckman
Sheida Huckman
P.O. Box 96321
Las Vegas, NV 89193

310.428.2568

email SHuckman987@gmail.com

Exhibit (1) P01
(Travel Privileges)



Employee Programs

TRAVEL PRIVILEGES

As a US Airways employee, you enjoy the best travel privileges in the industry. All travel benefits are for personal travel only and may not be used for travel in connection with any business purpose for a company other than US Airways.

Full-time and part-time employees are eligible for unlimited space available travel on US Airways upon completion of 15 days of active service. Eligible travelers include a spouse or domestic partner (or a registered guest for single employees), dependent children and dependent full-time college age students. There is an imputed income to the employee for the value of travel used by a domestic partner or registered guest. Other eligible family members may travel on US Airways for a nominal service charge or at significantly reduced fares (parents and parents-in-law respectively). In addition, the Company distributes travel passes (guest passes) annually to all employees, which may be given to friends or family members of your choice for reduced-rate travel on US Airways. You and your eligible family members are also entitled to reduced-rate travel on certain other airlines (OAL) and cruise lines. Further information regarding specific interline agreements can be found on Wings, or you can contact Employee Travel Services at (480) 693-8717 for more information. You and your eligible family members can also purchase positive space tickets for travel on US Airways at a 20% discount (ED20) from the regular fare instead of using your space available travel privileges.

When you, your family or your friends travel on a non-revenue or reduced-rate basis, whether on US Airways or another airline, you are required to comply with all standards of conduct and dress codes established by the Company with respect to travel privileges. If traveling on "OAL," you must comply with the regulations of the respective carriers. Any misconduct in connection with non-revenue or reduced-rate travel may result in suspension or revocation of your travel privileges and may subject you to discipline up to and including termination. Examples of misconduct (not all-inclusive) that may subject you to discipline are:

- Booking false reservations
- Obtaining a pass or reduced-rate ticket for, or transferring it to, an ineligible person
- Rude, belligerent, boisterous or other unacceptable behavior onboard an aircraft or in a passenger terminal
- Traveling or attempting to travel on a Space Available pass or reduced-rate ticket while holding a confirmed space reservation for the same flight

Exhibit(1) P(2)
(Travel Privileges)

EMPLOYEE HANDBOOK

- Selling, exchanging or transferring a Guest-Pass(es) for money, goods or services
- Traveling on a day you call in sick

US Airways reserves the right to modify or eliminate travel privileges at any time, for any reason and without prior notice. Such changes may affect and apply to both current and retired employees.

All travel privileges cease upon termination of employment except as otherwise provided under specific separation or retiree travel programs. Travel privileges under these programs for former employees (and their spouses and eligible dependents) will be suspended if he or she becomes an employee, director, ten or more percent shareholder of, partner in, or, without written consent of US Airways' CEO, consultant to any air- line or company that intends to form an airline that operates or proposes to operate jet aircraft to carry passengers in the United States.

Although your active career with US Airways ends when you leave the Company, you may qualify for certain retiree flight privileges. Full-time and part-time employees who have a minimum of 10 years of service and a combination of years of age plus years of service that equal or exceed 65 are eligible for retiree travel privileges (a.k.a.65 point plan). There are also a number of retiree travel privilege programs that apply to some pre-merger US Airways employees (e.g. 55/5 and 55/10) and these programs will continue to apply to eligible employees.

For those former America West employees who were rehired by the Company (West) prior to January 1, 2006 after fewer years away from the Company than the duration of their prior employment, the years from both employment periods will be added to determine total years of service for retiree travel eligibility.

For former America West employees who return after January 1, 2006, only the years after their return will be used in calculating retiree travel eligibility.

Former pre-merger US Airways employees who were employed by a subsidiary and transferred to Mainline with no break in service, or vice versa, may combine years of service for retiree flight privileges only.

The US Airways Employee Travel Services department can assist you and your family with personal travel plans, including emergency situations. Employee Travel Services is also responsible for:

- Handling the Company's corporate travel needs
- Handling special requests and ticketing on other carriers

Exhibit (2) P(1)
(Safety)

EMPLOYEE HANDBOOK

To read more about the individual airline histories of Allegheny Airlines, Lake Central Airlines, Mohawk Airlines, Empire Airlines, Pacific Southwest Airlines, Piedmont Airlines, Trump Shuttle and America West Airlines that form today's US Airways, please see our website at www.usairways.com.

Near the door of each of our aircraft, we have positioned a Heritage logo that incorporates the classic logos of some of the largest airlines that have merged over the years to create the new US Airways: Allegheny, America West, PSA and Piedmont. In addition, heritage aircraft, painted entirely in the classic liveries of these airlines, pay permanent tribute to each of them.

SAFETY

The Company is committed to ensuring the safety of our co-workers and customers.

To create standard safety practices, the Company has implemented company-wide safety policies and programs. You are responsible for observing the safety and health rules and practices that apply to your job. To make sure you are current on the latest safety practices for your position, it is important that you complete all appropriate training programs.

While we all take the necessary precautions to avoid accidents, remember to immediately report any accident, injury, broken equipment or other unsafe condition to your supervisor. You are also expected to make only true statements in connection with an accident and cooperate fully in any Company safety investigation.

Within US Airways, each operational area has strict safety guidelines. You are expected to take an active role in knowing and adhering to the policies and procedures put in place to ensure the safety of our employees and customers. By understanding Company policies and your operational area's policies, you develop situational awareness that helps you identify possible safety issues.

DRESS CODE FOR NON-UNIFORMED EMPLOYEES

Non-uniformed employees are expected to follow a "business casual" dress code. Neat, clean denim jeans may be worn on Fridays and weekends.

Examples of unacceptable clothing for any US Airways location include, but are not limited to, any attire with offensive or profane language or images, tank tops, ragged slacks or jeans with excessive wear and/or holes, bare midriff, bare back, casual sandals, athletic sandals, or halter tops. Any clothing bearing offensive or discriminatory language, slogans, statements or images of a political nature are not acceptable.

While on duty, only Company-authorized pins, such as a Company service, award, recognition, or Company-approved union service pin (if represented by a union) are permitted. Jewelry or pins of a political nature, or that make a political statement, are not allowed.

This policy reflects the minimal levels of acceptable attire for employees. It is recognized that department managers may further modify clothing guidelines (except to include prohibited items) based on the general accepted business standards for their department. Employees who are not in compliance with this policy will be required to make the appropriate changes.

WORKPLACE VIOLENCE

US Airways is committed to maintaining a workplace free from harassment, intimidation and violence. Accordingly, any form of violence or threat of violence in the workplace and any behavior that endangers the safety of the Company's employees, vendors, customers or property will not be tolerated. Any employee who engages in verbal, written or physical behavior that is threatening, harassing or abusive toward any other individual, whether on or off Company property, will be subject to disciplinary action up to and including termination. Disruptive behavior, loud quarreling, fighting, any intentional act to cause damage to Company property or any act of violence on Company premises is also prohibited. Unless deputized by the TSA or authorized by the Company to carry a weapon in the course of performing work duties, possession of a weapon while at work or on Company property is strictly prohibited. Any employee convicted of a crime involving violence may be subject to disciplinary action up to and including termination.

Exhibit (3)
(Workplace Violence)



FRATERNIZATION

The Company discourages employees in a direct or indirect reporting relationship from becoming involved in consensual, romantic relationships with each other. However, should such a relationship develop, the involved employees must advise their Manager or Human Resources Representative immediately. The reporting relationship will not be allowed to continue. If possible, one of the employees may be transferred to another position in order for both to continue their careers at US Airways.

EMPLOYEE PERSONNEL FILES

The Human Resources Records Department maintains and stores corporate personnel records in a confidential manner. Absent applicable law stating otherwise, if you would like to review your corporate personnel file, you must schedule an appointment with HR Records. To review your department file, contact your manager.

It is your responsibility to keep personal information (such as your address) in your personnel file current. To update information in your personnel file, go to Wings → My HR → Go Directly to Your My HR Account → Employee Self Service → My Information.

EMPLOYMENT VERIFICATION

US Airways sometimes receives requests from outside parties for references or other information about present and former employees. With the exception of information required in response to a subpoena or other legal requirement, US Airways provides dates of employment and final job title only. Salary information will also be provided if the employee authorizes release of this information. All information will be provided through The Work Number. The Work Number is an automated system, which is accessible 24 hours a day, 7 days a week. Information on using this system can be obtained on the employee website, in Outlook Public Folders under HR Processes, or through your Human Resources Manager. From time to time, you may also need verification in the case of a home or car loan application or other needs. You may request employment verification through The Work Number website at www.theworknumber.com or by calling (800) 367-2884. You will be asked for an employer code that is determined by the payroll system in which the employee is paid.

US Airways (Payroll): 10104

Exhibit (4)
(Employee Personnel Files)

HOLIDAYS / FLOATING HOLIDAYS

Please see the Holiday Policy on Wings:

http://wings.usairways.com/uswings/human_resources/New%20Holiday%20Policy.pdf

FAMILY MEDICAL LEAVE ACT (FMLA)

Please see the FMLA policy on Wings:

[http://wings.usairways.com/uswings/human_resources/hr_departments/absence_management/AA%20FMLA%20Policy%20\(Combined\)%201%201%2015%20\(12-15-14\).pdf](http://wings.usairways.com/uswings/human_resources/hr_departments/absence_management/AA%20FMLA%20Policy%20(Combined)%201%201%2015%20(12-15-14).pdf)

MEDICAL LEAVE

An unpaid Medical Leave of Absence (MLOA) may be available for employees with a serious health condition who are not otherwise eligible for Family and Medical Leave. Your department's ability to hold your position open for the leave period will be considered when determining whether to grant a MLOA request.

An employee on Medical Leave may receive income from a disability insurance carrier or workers' compensation carrier if they are covered under such programs before the disability commenced and the carrier certifies the employee's illness/injury as qualifying for such benefit payments.

PERSONAL LEAVE

An unpaid Personal Leave of Absence (PLOA) may be available for a compelling personal reason. Your department's ability to hold your position open for the leave period will be considered when determining whether to grant a PLOA request. When granted, PLOAs are generally limited to 30 days.

Exhibit(5)
(Medical leave)

Exhibit (6)(P1)
(Non Discrimination & anti
harassment employment)

EMPLOYEE HANDBOOK

Equal Employment Opportunity

STATEMENT OF COMMITMENT

The promotion of equal opportunity in the workplace enhances basic human dignity and the welfare of the society upon which the success of our business depends. It is the policy of US Airways to affirmatively ensure that all employment decisions are based upon ability, experience and achievement, without regard to race, color, religion, gender, gender identity, sexual orientation, national origin, ethnic origin, citizenship, age, protected veteran status, genetic information, disability or any category protected by law. To this end, US Airways has developed and implemented Diversity Business Plans to enhance and enrich our workforce.

Contact the US Airways Diversity and Compliance Department at (480) 693-8730 or PHX CHQ DIV for additional information.

NON-DISCRIMINATION AND ANTI-HARASSMENT IN EMPLOYMENT

It is US Airways' policy to provide a work environment that is cooperative, safe, conducive to good job performance, and free of all forms of unlawful discrimination or harassment. We strictly prohibit discrimination and/or harassment against an individual based on ability, experience and achievement, without regard to race, color, religion, gender, gender identity, sexual orientation, national origin, ethnic origin, citizenship, age, protected veteran status, genetic information, disability or any category protected by law. All US Airways employees are responsible for ensuring that the workplace is free from such discrimination and/or harassment. Discrimination, unlawful harassment and retaliation in the workplace will not be tolerated.

Types of conduct that will not be tolerated include but are not limited to:

- Epithets, derogatory comments, negative stereotyping or slurs implicating any of the above factors;
- Any term or code name that denigrates or disparages others, including but not limited to any member of a minority, racial, or ethnic group;
- Any code name allegedly used to refer to certain terminals or Company locations including "Compton," "Camden," "the Ghetto," "Frankford," "South Philly," "King of Prussia," and "the Plantation;"
- Threatening, intimidating, or offensive behavior that relates to the factors described above; and
- Derogatory posters, jokes, letters, e-mail, or graffiti that denigrate or show hostility toward an individual or group on any of the bases described above.

Exhibit (6) P(2)
(Non-discrimination & anti
harassment employment)

U.S AIRWAYS

Everyone at US Airways and particularly those who have a voice in compensation, promotion or work assignments must avoid conduct that could appear improper. Suggestions or inferences that an employee's response to discrimination or unlawful harassment will affect his or her employment, wages, advancement, assignments, or any other benefit or condition of employment, are prohibited and will not be tolerated. Should such behavior occur, appropriate disciplinary action will be taken. Discipline may include suspension, demotion or termination.

Any employee who feels that he or she has been subjected to unlawful discrimination or harassment should promptly report the matter to his or her station manager or department head, any Human Resources Manager, or the Vice President of Human Resources. You can locate the contact information for the HR Manager responsible for supporting your department on Wings under the "Human Resources," "HR Contacts" section of the website. In addition, you can also e-mail your complaint directly to HR at human.resources@usairways.com.

All complaints of unlawful discrimination or harassment will be thoroughly investigated. We want you to know that we are committed to investigating complaints of discrimination or harassment and that when we do, we will take every measure to keep the information confidential. However, an investigation, by its nature, requires us to talk to others to determine if any discrimination or harassment occurred; therefore, complete confidentiality cannot always be guaranteed. US Airways will take prompt and appropriate corrective action to stop any inappropriate conduct and prevent its recurrence.

There will be no reprisals or retaliation against any employee who, in good faith, raises concerns or makes complaints of alleged, perceived or actual unlawful discrimination or harassment, or for cooperating in the investigation of such matters. Any employee who is found to have engaged in such retaliation will be subject to discipline up to and including termination.

Management/Supervisory personnel are expected to:

- Manage the work environment in a way that discourages any form of harassment or discrimination;
- Monitor the workplace to identify harassing or discriminatory situations;
- Take immediate and appropriate corrective action should an instance of discrimination or harassment be brought to their attention or should they suspect that such improper conduct is occurring;
- Refer complaints to the Human Resources Department; and
- Post this policy in the workplace.

Any management or supervisory personnel who fail to meet these expectations, or fail to comply with US Airways' non-discrimination policies in any other way, shall be subject to appropriate disciplinary action up to and including termination.

1 **Article 1 – Purpose of Agreement**

- 2 A. The purpose of this agreement is in the mutual interest of the Company
3 and the employees, to provide for operation of the services of the
4 Company under methods which will further, to the fullest extent possible,
5 the safety of air transportation, the efficiency of operation, and the
6 continuation of employment under conditions of reasonable hours, proper
7 compensation and working conditions. It is recognized by this
8 Agreement to be the duty of the Company and of the employees to
9 cooperate fully for the attainment of these purposes. To further these
10 purposes, the Company may request a meeting with the Union, or an
11 International Representative of the Union may request a conference with
12 the Company's Labor Relations Department at any time to discuss and
13 deal with any general condition that may arise under the application of
14 this Agreement.
- 15 B. No employee covered by this Agreement will be interfered with,
16 restrained, coerced, or discriminated against by the Company, its officers
17 or agents, because of membership in or lawful activity on behalf of the
18 Union.
- 19 C. It is understood wherever in this Agreement employees are referred to in
20 the masculine gender, it shall be recognized as referring to both male and
21 female employees.
- 22 D. Should any part or provision of this Agreement be rendered invalid by
23 reason of any existing or subsequently enacted legislation, such
24 invalidation of any part or provision of this Agreement shall not
25 invalidate the remaining portions thereof, and they shall remain in full
26 force and effect.
- 27 E. The Company and the Union agree to comply fully with all applicable
28 Federal and State statutes and regulations prohibiting discrimination with
29 respect to all aspects of employment with the company. Further, the
30 Company and the Union agree that neither shall discriminate against
31 employees covered by this Agreement on the basis of race, color,
32 religion, sex, national origin, age, sexual orientation, disability,
33 membership in uniformed military services, or status as a veteran,
34 disabled veteran, or veteran of the Vietnam Veterans era.

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Exhibit (7) P(1)
CWA Union contract
Article (1) Purpose of agreement

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Exhibit (7) A(2)
CWA Union Contract
Article (2) Status of
agreement

1 The Company shall request that the employees covered by this
2 Agreement shall be provided seniority integration governed by Sections
3 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provision if the
4 Successorship transaction is a hostile takeover by a person, partnership,
5 corporation or other entity with whom or with which the Company has
6 no agreement concerning the terms of the said Successorship transaction.

7 C. It is understood and agreed that the Company will not lock out any
8 employees covered hereby, and the Union will not authorize or take part
9 in any strikes, sitdown, slowdown, or picketing of Company premises
10 during the life of this Agreement until the procedures for settling disputes
11 as provided herein and provided by the Railway Labor Act, as amended,
12 have been exhausted. The Company will not require the employees
13 hereunder to cross picket lines of the Company's employees legally
14 established under contractual provisions and the Railway Labor Act on or
15 in front of the premises. The individual or concerted refusal to pass such
16 picket lines shall not constitute grounds for discipline, discharge, lay-off,
17 or be considered a violation of this Agreement.

18 The Company shall not perform "Struck Work" of Wholly Owned
19 Carriers and of MDA. "Struck Work" is Passenger Service work
20 traditionally and regularly performed by a Wholly Owned Carrier or
21 MDA where and during the period the Passenger Service employees of
22 that Wholly Owned Carrier or MDA are engaged in a lawful strike, and
23 where the Company has not previously performed the work in question.
24 There shall be no prohibition against a concerted refusal of employees of
25 the Company to perform Struck Work. Moreover, the Company will not
26 hire employees of Wholly Owned Carriers or MDA to perform Passenger
27 Service work at the Company during a period when the Company's
28 Passenger Service employees are engaged in a lawful strike.

29 D. The Company agrees that, in the event of a merger with another air
30 carrier (other than a carrier within the US Airways control group), where
31 all or substantially all of the assets and operations of the other air carrier
32 are integrated with those of the Company, the Company shall provide to
33 the Company's employees covered by this agreement the seniority
34 integration procedures of Sections 3 and 13 of the Allegheny-Mohawk
35 Labor Protective Provisions; provided, however, that said procedures will
36 not be provided, if and to the extent they are in conflict with applicable
37 law.

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Exhibit(7) A(3)
CWA Union contract
article (2) status of
agreement

1 **Article 16 – Medical Examinations**

- 2 A. Employees may be required to submit to a Company paid medical
3 examination at the time of employment and at such time as a Company
4 official determines that an employee's physical or mental condition may
5 impair the performance of his duties or poses a safety hazard to himself,
6 other employees, or customers. The Company official will document the
7 observations that lead to the requirement for a medical examination. The
8 employee, upon request, shall be furnished a copy of the Company's
9 medical examiner's report and a copy of the observations that led to the
10 requirement for medical examination.
- 11 B. Any information obtained by or as a result of a Company's medical
12 examination, and information received by the Company from the
13 employee's medical examiner or a neutral medical examiner, shall be
14 strictly confidential between the Company officials directly involved in
15 the case, its insurance carriers, the Company's doctor, and the employee,
16 and shall not be divulged to any other person without the written
17 permission of the employee.
- 18 C. Any employee who is removed from service as a result of a Company
19 medical examination may appeal his case as follows:
- 20 1. The employee must, within fourteen (14) days of removal from
21 service, employ a qualified medical examiner, of his own choosing
22 and at his own expense, for the purpose of conducting a
23 physical/mental examination covering the problem(s) and/or
24 conditions addressed by the Company's medical examiner.
- 25 2. A copy of the findings of the medical examiner chosen by the
26 employee shall be furnished to the Company; and in the event that
27 such findings verify the findings of the medical examiner employed
28 by the Company, no further review of the case shall be afforded.
- 29 3. In the event that the findings of the medical examiner chosen by the
30 employee shall disagree with the findings of the medical examiner
31 employed by the Company, the Company will, at the written request
32 of the employee, ask that the two medical examiners agree upon and
33 appoint a third qualified and neutral medical examiner, preferably a
34 specialist, for the purpose of making a further medical examination
35 of the employee to determine his fitness for duty.
- 36 4. The said neutral medical examiner shall then make a further
37 examination of the employee in question, and the case shall be
38 settled on the basis of such findings. Copies of such medical
39 examiner's report shall be furnished to the Company and to the
40 employee.

Exhibit(8) P(1)
CWA Union contract
Article(16) Medical
Examination

- 1 5. The expense of employing a neutral medical examiner shall be borne
2 one-half (1/2) by the employee and one-half (1/2) by the Company.
- 3 D. If, under the provisions of this Article, an employee's removal from
4 service is ultimately found to be unwarranted, he will be paid
5 retroactively for time lost in the amount that he would have earned in his
6 regularly scheduled work shifts, except to the extent he has unreasonably
7 delayed the medical examination process, and he will be reimbursed for
8 the employee's expense of employing a neutral medical examiner.
- 9 E. Company Drug Testing Policy: The first confirmed positive drug test will
10 not automatically result in termination.
- 11 F. Nothing in this article shall prevent an employee from exercising his
12 rights under the grievance procedures of this agreement.
- 13

Exhibit (8) P(2)
CWA Union contract
Article (16) Medical Examination

1 **Article 17 – Leaves of Absence**

- 2 A. Employees will be eligible for leaves of absences described in this
3 article. Such leaves will be administered in accordance with Company
4 policy. The terms and conditions of the leave must be described in
5 writing and provided to the employee at the onset of the leave.
- 6 B. Family Medical Leave: Employees will be eligible for leave from work
7 pursuant to the terms of the Family Medical Leave Act (FMLA) of 1993.
8 Prior to being placed on an unpaid leave for approved FMLA, the
9 employee must exhaust all paid leave, including accrued vacation.
- 10 C. Medical Leave: An employee unable to work due to personal illness or
11 injury, physical disability or pregnancy may apply for a medical leave of
12 absence, using the Company-specified form. The Company may require
13 such leave to run concurrently with Family Medical Leave if such leave
14 otherwise qualifies as FMLA leave. Such application must be accompa-
15 nied by a physician's explanation of the condition, physical limitations,
16 prognosis for recovery and the length of time the employee will be out of
17 work.
- 18 Approved leaves will be for a period of not more than ninety (90) days.
19 Extensions of ninety (90) day increments will be considered when
20 accompanied by the required documentation. Any employee who
21 remains on leave status in excess of three (3) years shall be deemed to
22 have resigned his position, and shall be removed from the seniority
23 roster.
- 24 D. Personal Leave: A request for a personal leave of absence shall be
25 considered on its merits, and balanced against the needs of the service.
26 The Company may require such leave to run concurrently with Family
27 Medical Leave if such leave otherwise qualifies as FMLA leave.
28 Application for such leave will be made on the Company-specified form.
29 Such leave of absence, if granted, will be for a period of not more than
30 ninety (90) days. Subject to the same criteria, the employee may be
31 eligible for one (1) ninety (90) day extension.
- 32 E. Adoption/Maternity Leave: An employee may request an unpaid
33 adoption/maternity leave of absence of up to eight (8) weeks, and for any
34 additional period that may be required by local adoption laws. Adoption
35 leave will commence on the date the employee takes custody of the child
36 or the date the child is placed in the employee's home. Maternity leave
37 will commence on the day the infant is born.
- 38 The Company may require adoption/maternity leave to run concurrently
39 with FMLA (if such leave otherwise qualifies as FMLA leave), and/or
40 paid Sick Leave, and/or unpaid absence. If the employee has exhausted

Exhibit (9) (1)
CWA Union contract
article (17) leave of absence

1 or exhausts FMLA and/or Sick Leave time prior to or during this eight
2 (8) week period, the Company will grant Adoption/Maternity leave of up
3 to, but no more than, eight (8) total weeks from the birth or adoption of
4 the child unless an additional period is required by local adoption laws.

5 F. Jury Duty: Employees will be granted time away from work for jury
6 duty, when such event is documented by submission of a court notice.
7 The employee will receive the difference between his regular pay and the
8 actual payment received for jury duty (excluding expense
9 reimbursement). Employees must provide proof of jury duty service and
10 verification of the amount of payment received to the Payroll Department
11 immediately upon receipt of jury duty payment.

12 Employees assigned to jury duty will not be required to report for work
13 on any day that the jury duty work requires more than two (2) hours at
14 the courthouse. While serving on jury duty, should the employee be
15 released within two (2) hours of reporting for such duty, he will be
16 required to report for work to complete the remainder of his shift for the
17 day.

18 Employees will remain on their normal shift and scheduled days off,
19 except when jury duty extends beyond five (5) calendar days. In these
20 instances, scheduled days off will be reassigned to Saturday and Sunday
21 for the duration of the jury duty.

22 G. Military Leave: Employees will be permitted unpaid leave from the
23 Company for military service for a period not to exceed five (5) years
24 unless involuntarily detained for a longer period. Terms and conditions
25 of the leave, and the return to duty, will be those established by law.

26 Employees will receive a maximum of ten (10) paid working days off
27 within a fourteen (14) calendar day period in a calendar year for reservist
28 training that will not count against the employee's vacation. The
29 Company will pay the employee the difference between his regular pay,
30 excluding shift premium, and the amount received from the military.
31 Employees will be required to provide the company with a copy of their
32 reserve training orders and will be required to submit to the Company
33 proof of the amount of pay received from the military within seven (7)
34 days after the employee returns. This amount (excluding expenses) will
35 be deducted from the employee's next pay check.

36

Exhibit (9) (P2)
CWA Union contract
article (17) leave of absence

- 1 H. Bereavement Leave: Employees on active pay status, upon providing
2 proper documentation, shall be allowed three (3) work days off without
3 loss of pay if they suffer a death in their immediate family. Immediate
4 family for the purposes of this paragraph shall include: father or step-
5 father (one only), mother or step-mother (one only), spouse, child,
6 brother, sister, father-in-law, mother-in-law, the employee's
7 grandparents, or any legal dependent residing in the employee's
8 household.
- 9 I. Full-time Employment Union Leave: Employees accepting full-time
10 employment with the Union shall, during such employment, be granted
11 an indefinite unpaid leave of absence by the Company. There shall not
12 be more than ten (10) employees on full-time union leave at any one
13 time. Employees granted unpaid leaves under these provisions will:
- 14 1. Continue to accrue Date of Hire, Passenger Service and Pay Date
15 seniority.
- 16 2. Be eligible to continue all employee health and insurance benefits by
17 reimbursing the Company for the Company's costs and
18 administrative fees for those benefits. Such employees will not
19 accrue Vacation, Sick Leave or Holidays.
- 20 3. Be awarded an available position within the group and classification
21 upon return from union leave.
- 22 4. Employees on such leave shall receive on-line non-revenue travel
23 benefits and interline travel benefits consistent with OA travel
24 policies for personal use only.
- 25 J. Short Term Union Leave (30 days or less): Unpaid leave for short
26 durations are subject to Company approval and will be granted based on
27 the needs of service. Requests for Short Term Union Leave by the union,
28 must be submitted in writing to the Director of Labor Relations, or his
29 designee, a minimum of seven (7) days prior to the effective leave date
30 and must include the absence dates and the reason for the leave.
- 31 K. An employee on any leave of absence who engages in other employment
32 (other than that described in paragraphs G., I. and J. of this article) and/or
33 uses the time of a leave for purposes other than that for which it was
34 granted without specific written consent from the Company or does not
35 provide management with current information as to their status upon
36 request or does not return upon completion of the approved leave, will be
37 deemed to have resigned and his name will be stricken from the seniority
38 roster.
- 39

Exhibit (9) (P3)
CWA Union contract
article (17) leave of absence

Apr 27 11 03:03p

C.W.A. Local 18301

484-484-6823

p.2

OFFICIAL PASSENGER SERVICE GRIEVANCE FORM # DM 03-04 YEAR: 2011

EMPLOYEE NAME: Sheila Hukman EMPLOYEE NO: 213638 CLASSIFICATION: CSA LOCATION: FHL

STATEMENT OF GRIEVANCE: DATE GRIEVANCE EVENT OCCURRED: 3/21/11 DATE FILED: 3/23/11 MANAGER'S NAME: [Signature]

Discipline is filed in violation of Article 7 Section E, Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the company. And all other pertinent provisions of the CWA as remedy we ask that Sheila Hukman be made whole in every way.

I authorize the Airline Passenger Service Employee Association (APSEA) to examine the employee's personnel file for this grievance.

SIGNATURE OF EMPLOYEE: [Signature] STEWARD (PRINT): Dorothy Magee

STEP ONE DECISION: DATE ISSUED BY MGMT: 4/15/11 DATE RECEIVED BY APSEA: 4/15/11

DENIED CONCERNED

APPEAL: [Signature]

STEP ONE APPEAL: DATE FILED BY APSEA: 4/15/11 DATE RECEIVED BY MGMT: 4/15/11

APPEAL: [Signature]

STEP TWO DECISION: DATE ISSUED BY MGMT: DATE RECEIVED BY APSEA:

APPEAL: [Signature]

STEP TWO APPEAL: DATE FILED BY APSEA: DATE RECEIVED BY MGMT:

APPEAL: [Signature]

STEP THREE DECISION: DATE ISSUED BY MGMT: DATE RECEIVED BY APSEA:

APPEAL: [Signature]

AT EACH STEP PROVIDE A COPY TO MANAGEMENT, THE GRIEVANT, AND TO APSEA.

Exhibit (10)
CSA Grievance

Employee Name: Sheida HukmanEmployee No.: 273638 ^{PE-110}

Each rating category below must be scored. A whole number score from the Rating Key below is to be entered for each category; do not enter decimals or fractions (e.g. 4.5).

Rating Key: Outstanding 5
Above Expectations 4
Meets Expectations 3
Below Expectations 1
Unsatisfactory 0

Exhibit(11)
Mr. Shepherd (manager)
outstanding evaluation

CATEGORY	COMMENTS	SCORE
INITIATIVE	Asserts one's influence over events to achieve goals. Is self-motivating rather than accepting passively. Takes action to achieve goals beyond what is required. Is proactive.	5
CUSTOMER SERVICE ORIENTATION	Proactively develops customer relationships by making efforts to listen to and understand the customer. Anticipates and provides solutions to customer needs, giving a high priority to customer satisfaction. Meets or exceeds customer needs. Ensures customer satisfaction.	5
TEAMWORK/ COLLABORATION	Works effectively as a cohesive group to accomplish US Airways' goals. Takes actions that respect individual contributions while accomplishing overall US Airways' goals. Seeks other's involvement to accomplish goals and to solve problems. Shares information, ideas and suggestions. Supports group decisions.	5
WORK STANDARDS	Sets high goals or standards of performance for self, for others and for US Airways. Sets and maintains high performance standards regardless of circumstances. Meets or exceeds customer expectations. Displays high level of responsibility. Continues to perform effectively when under time constraints.	5
LEADERSHIP	Uses appropriate interpersonal styles and methods to inspire and guide individuals or a team toward goal achievement. Modifies behavior to accommodate the tasks, situations and people involved. Makes effective, independent decisions with adequate investigation and analysis. Shares information, ideas and suggestions.	5
SAFETY AWARENESS	Aware of conditions that affect customer and employee safety. Displays knowledge of all safety or security regulations and enforces these regulations. Recognizes and corrects hazardous customer conditions and/or underlying safety problems. Checks and operates all equipment. Demonstrates or explains safety equipment and procedures.	5
ADAPTABILITY	Effective in varying environments with different tasks, responsibilities and people. Adapts quickly to changes in responsibilities, schedules and tasks. Willing to make changes and implement new rules.	5
COMMUNICATION (ORAL AND WRITTEN)	Expresses ideas effectively in individual and group situations. Adjusts language or terminology to the characteristics and needs of the audience. Information is clear, concise, organized and persuasive. Uses appropriate nonverbal gestures (facial expressions, mannerisms, posture) with listeners.	5
IMPACT	Creates a good first impression, commanding attention and respect; shows confidence. Meets or exceeds personal hygiene standards. Dresses appropriately for duty. Maintains a confident, professional demeanor. Uses nonverbal courtesies (smiling, eye contact) to create a positive first impression.	5
TECHNICAL SKILLS AND PRACTICAL LEARNING	Possesses a satisfactory level of technical and professional skills/knowledge in job-related areas. Keeps abreast of current developments and trends in the areas of expertise. Assimilates and applies, in a timely manner, new job related information that may vary in complexity.	5
MOTIVATIONAL FIT	Extent to which the activities and responsibilities of the CSS position are personally satisfying. Enjoys customer contact (internal and/or external). Accepts challenge of supervising personnel when under time constraints.	5
TOTAL SCORE	Add all scores	55

GARY SHEPHERD
Manager's Name (Print)

MANAGER
Title

Saturday 1-15-11
Date

[Signature]
Manager's Signature

267-615-1563
Manager's Phone Number

Exhibit(12) A(1)

In Station temporary upgrade

U.S AIRWAYS Fly with US to CSS

US AIRWAYS **PHILADELPHIA**

IN-STATION TEMPORARY UPGRADE FORM FOR PART-TIME TO FULL-TIME CSS OR FULL-TIME LEAD

NAME Sheida Hukman EMPLOYEE NUMBER 171597

CURRENT POSTION CSA SHIFT 1330-2200

List In Order The Areas You Want And Are Qualified For:

AREA Intl Gate TRAINING SIGN OFF _____
AREA Intl TKT counter TRAINING SIGN OFF _____
AREA Domestic gates TRAINING SIGN OFF _____
AREA _____ TRAINING SIGN OFF _____

EMPLOYEE ON MEDICAL LEAVE OR OUT ON OCCUPATION INJURY
WILL NOT BE AWARDED OR UPGRADED UNLESS THEY HAVE A FULL
DULY RELEASE TO WORK PRIOR TO THE DATE OF THE AWARDED
UPGRADE.

EMPLOYEE SIGNATION Sheida Hukman DATE 4/22/11

MANAGEMENT
SIGNATION _____ DATE _____

ADMINISTRATION REPRESENTATIVE
RECEIVING REQUEST SC DATE 4-22-11

ADMINISTRATION OFFICE USE ONLY

START DATE OF TEMP UPGRADE _____
EXPECTED SCHEDULED SHIFT _____

HAVE YOU APPLIED TO BE A PERMANENT CSS OR LEAD YES _____ NO _____
IF SO, WHEN _____ HAVE YOU INTERVIEWED YES _____ NO _____

TRACK HOW MANY DAYS UPGRADED:

30 DAYS _____	120 DAYS _____
60 DAYS _____	150 DAYS _____
90 DAYS _____	180 DAYS _____

U.S. AIRWAYS Fly with U.S.

Exhibit(12) P(2)
In station temporary
upgrade to CSS

US AIRWAYS-----PHILADELPHIA

IN-STATION TEMPORARY UPGRADE FORM FOR PART-
TIME TO FULL-TIME CSS OR FULL-TIME LEAD

NAME Sheida Hukman EMPLOYEE NUMBER 273638

CURRENT POSTION CSA SHIFT 1pm-930pm

List In Order The Areas You Want And Are Qualified For:

AREA International gates TRAINING SIGN OFF _____
AREA domestic gates TRAINING SIGN OFF _____
AREA _____ TRAINING SIGN OFF _____
AREA _____ TRAINING SIGN OFF _____

EMPLOYEE ON MEDICAL LEAVE OR OUT ON OCCUPATION INJURY
WILL NOT BE AWARDED OR UPGRADED UNLESS THEY HAVE A FULL
DULY RELEASE TO WORK PRIOR TO THE DATE OF THE AWARDED
UPGRADE.

EMPLOYEE SIGNATION Sheida Hukman DATE June 7/11

MANAGEMENT
SIGNATION _____ DATE _____

ADMINISTRATION REPRESENTATIVE
RECEIVING REQUEST [Signature] DATE 6/7/11

ADMINISTRATION OFFICE USE ONLY

START DATE OF TEMP UPGRADE _____
EXPECTED SCHEDULED SHIFT _____

HAVE YOU APPLIED TO BE A PERMANENT CSS OR LEAD YES ___ NO ___
IF SO, WHEN _____ HAVE YOU INTERVIEWED YES ___ NO ___

TRACK HOW MANY DAYS UPGRADED:

30 DAYS _____	120 DAYS _____
60 DAYS _____	150 DAYS _____
90 DAYS _____	180 DAYS _____

(32 Page 1 of 1)

CSA - Airport Customer Service Agent

Share

Description

Exhibit (13)
CSA Description

POSITION TITLE: CSA - Airport Customer Service Agent

POSITION PURPOSE:

Provides passenger assistance at the ticket counter and gate areas by issuing tickets, checking baggage and assigning seats.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Assists passengers with check-in procedures, including tagging baggage and issuing boarding passes
- Sells tickets, processes ticket changes, creates and books reservations.
- Ensures FAA, Company and airport regulations are followed.
- Enforces safety/security measures and protects sensitive zones.
- Facilitates the passenger boarding process.
- As directed, implements standard procedures during overbooked, irregular flights and denied boarding situations. Solicits volunteers to free up seats, re-accommodates passengers by booking alternative flights and provides travel vouchers.
- Logs in tickets and completes sales reports
- Performs other related duties as required.

Qualifications

- Must be at least 18 years of age.
- High school diploma or equivalent
- At least 2 years of customer service experience or the equivalent training/experience.
- Must enjoy working with the public.
- Demonstrates excellent interpersonal and verbal communication skills.
- Must be self-motivated and detail oriented, with a positive/cooperative attitude and be able to function effectively as a team member.
- Possesses basic computer skills with the ability to easily grasp the functionality and concepts of company software.
- Ability to perform in a fast paced environment while maintaining a professional and effective approach to high-stress situations.
- Willingness to perform repetitive tasks and demonstrates the ability to lift up to 70 lbs.
- Ability to push/pull/move up to 200 lbs. (e.g., move passenger in wheelchair down/up jetway)
- Ability to obtain jet bridge certification
- Must be able to work varied hours, including nights, weekends and holidays.
- Must be able to operate the jetbridge which is an enclosed, movable connector which extends from an airport terminal gate to an airplane, one would operate the jetbridge as they would a car.

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Department: